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CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10017-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT  
WITH THE FRATERNAL ORDER OF POLICE LODGE NO. 15  
(PATROL OFFICERS),  
AND DECLARING AN EMERGENCY

WHEREAS, a contract between the City and The Fraternal Order of Police Lodge No. 15 (Patrol Officers) has been negotiated by the Mayor and presented to Council pursuant to the provisions of Chapter 4117 of the Ohio Revised Code; and

WHEREAS, said contract shall be effective January 1, 2016 through December 31, 2018

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

**SECTION 1:** The Mayor is hereby authorized to enter into a contract on behalf of the City with The Fraternal Order of Police Lodge No. 15 (Patrol Officers) effective January 1, 2016 through December 31, 2018 a copy of said contract is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein.

**SECTION 2:** The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purpose.

**SECTION 3:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the municipality and inhabitants thereof, such emergency existing for the further reason that the previous contract with The Fraternal Order of Police Lodge No. 15 (Patrol Officers) will be extended through December 31,

2018; ; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: May 10, 2016  
50 votes

Jim Pastora  
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak  
Clerk of Council

APPROVED: [Signature]  
MAYOR

5/11/2016  
DATE

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

[Signature]  
DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 10017-2016

passed on the 10th day of May 2016 by said council.

Michelle Blazak  
Clerk of Council

Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing May 17, 2016  
Michelle Blazak  
MICHELLE BLAZAK  
Clerk of Council

Suspension: McCormick, Troyers, Powers, Mencini, Scott, Burgio, Salvatore None.

Adoption: Burgio, Mc cormick, Mencini, Powers Troyer, Salvatore Scott None.

**AN AGREEMENT**

**between**

**THE CITY OF BROOK PARK**

**and**

**THE FRATERNAL ORDER OF POLICE,  
LODGE NO. 15**

**(PATROL OFFICERS)**

**Effective: January 01, 2016  
Expires: December 31, 2018**

## AGREEMENT

This Agreement is made and entered into by and between the City of Brook Park (hereinafter referred to as the "Employer") and the Fraternal Order of Police, Lodge No. 15 (hereinafter referred to as "FOP" or "Association").

### ARTICLE I INTENT OF THE AGREEMENT

**1.01** The Employer has recognized the FOP as the representative of employees of the Division of Police, both parties now desire to enter into a new Agreement to supersede all previous agreements, and to provide for the peaceful adjustment of any differences that may arise from time to time during the term of this Agreement without resort to strike, and to set forth clearly the terms and conditions of employment and responsibilities of each party and to promote harmony and efficiency to the end that the citizens of Brook Park, Ohio will enjoy uninterrupted police protection and service during the term of this Agreement.

### ARTICLE II RECOGNITION

**2.01** The Employer hereby recognizes the FOP as the exclusive representative for negotiating wages, hours and other terms and conditions of employment for all sworn full-time employees of the Division of Police occupying the positions of patrol officers and detectives, excluding sergeants, lieutenants, the Captain, Chief of Police, all part-time, seasonal and temporary employees, and all other full-time and part-time employees of the Employer.

**2.02** The Employer will furnish, upon request, the FOP with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

### ARTICLE III MANAGEMENT RIGHTS

**3.01** Except as specifically limited by explicit provisions of the Agreement, the Employer reserves and retains, solely and exclusively, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Police of the Department of Public Safety, determine staffing policy and in all other respects to plan, manage, evaluate, administer, govern, control and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

(a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the Employer, standards of service, overall budget, utilization of technology and organizational structure;

(b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance;

- (c) To determine the size, composition, structure and adequacy of the work force;
- (d) To establish and determine job qualifications and duties and to establish, modify,

consolidate and abolish jobs or job classifications;

(e) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, and for just cause demote, discipline, suspend and discharge employees;

(f) To lay off employees in the event of lack of work or lack of funds or under conditions where the Employer determines that the continuation of such work is unnecessary;

(g) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;

(h) To determine the location of facilities and to introduce new and/or improved equipment and methods;

(i) To determine the financial policies and procedures of the Employer, including the exclusive right to allocate and expend all funds of the Employer;

(j) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority; and in all respects to carry out the ordinary and customary functions of the administration, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

#### **ARTICLE IV** **DUES DEDUCTION**

**4.01** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the FOP and the regular monthly FOP dues from the wages of those employees who have individually and voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees in the Division of Police for whom the Employer is currently deducting dues.

**4.02** The initiation fees, dues or assessments so deducted shall be in the amounts established by the FOP from time to time in accordance with its Constitution and Bylaws. The FOP shall certify to the Employer the amounts due and owing from the employees involved.

**4.03** The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. Employee has no pay due on the pay date, such amounts deducted from the next or subsequent pay.

**4.04** A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the treasurer of the FOP within thirty (30) days from the date of making said deductions.

**4.05** The FOP hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the FOP shall indemnify the Employer for any such liabilities or damages that may arise.

#### **ARTICLE V** **AGENCY SHOP**

**5.01** All members of the bargaining unit, as identified in Article II of this Agreement, shall either (1) maintain their membership in the FOP; (2) become members of the FOP; or (3) pay a service fee to the FOP in an amount not greater than the annual dues for membership in the FOP, as a condition of employment, all in accordance with Ohio Rev. Code Sect. 4117.09.

**5.02** In the event that a service fee is to be charged to a member of the bargaining unit, the employer shall deduct such fee in the same manner as dues are deducted as specified in Article IV of this Agreement, entitled "Dues Deduction."

#### **ARTICLE VI** **ASSOCIATION REPRESENTATION**

**6.01** The parties recognize that it may be necessary for an employee representative of the FOP to leave a normal work assignment while acting in the capacity of representative. The FOP recognizes the operational needs of the employer and will cooperate to keep to a minimum time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief. The Employer will compensate a representative at the normal rate for the time spent in the good-faith processing of grievances, and at any meetings at which the Employer requests a representative to be present, but only for such time expended during normal working hours.

**6.02** Members of the Negotiating Committee shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours, without loss of pay.

**6.03** Department representatives and Officers of the Fraternal Order of Police shall be afforded eighty (80) hours time off per year to attend Association meetings. There shall be no carryover of hours from one calendar year to the next.

#### **ARTICLE VII** **NO STRIKE**

**7.01 No Strike.** Neither the FOP nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of

this Agreement. A breach of this section shall be grounds for discipline. The FOP shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this section, provided that the FOP meets all of its obligations under this Article.

**7.02** The FOP shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

**7.03** In the event of a violation of the "no-strike" clause, the FOP shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the FOP. The FOP shall advise the employees to return to work immediately.

**7.04** The Employer shall not lock out any employees for the duration of this Agreement.

## **ARTICLE VIII** **DISCIPLINE**

**8.01** A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined. In the case of suspension or discharge, the employee shall be advised of the right to confer with a representative of the FOP prior to leaving the premises.

**8.02** Disciplinary action taken by the Employer shall only be for just cause.

**8.03** Any disciplinary action against a non-probationary employee shall be processed in accordance with the Grievance and Arbitration Procedure in Article IX of this Agreement beginning at Step 3 (Police Chief level) of the Grievance Procedure.

## **ARTICLE IX** **GRIEVANCE AND ARBITRATION PROCEDURE**

### **9.01 Definitions.**

A "grievance" is a dispute or difference between the Employer and the FOP or the Employer and an employee concerning the interpretation or application of any provision of this Agreement.

For the purpose of this Article, "working days" means Monday through Friday. In the event the Employer or its representatives does not respond in accordance with the time limitations as set forth herein, the grievance will automatically move to the next step of the Grievance Procedure.

## **9.02 Grievance Procedure.**

(a) Step 1. An employee who has a grievance may take it up orally with the Lieutenant (or at the next rank level above where the discipline was meted out), either alone or with a representative of the FOP, within one calendar week after the events occur which gave rise to the grievance. The Lieutenant will respond orally or in writing within two (2) working days after the grievance is presented. If there is no rank of Lieutenant, the grievance should be taken up orally with the Captain in accordance with Step 2.

(b) Step 2. If the grievance is not satisfactorily settled at Step 1, it shall be taken up orally with the Captain within three (3) working days after receipt of the Step 1 answer. The Captain will respond orally or in writing within two (2) working days after the grievance is presented.

(c) Step 3. If the grievance is not satisfactorily settled at Step 2, it shall be reduced to writing with details and remedy requested and submitted to the Police Chief on forms provided by the Employer within five (5) working days after receipt of the Step 2 answer. The Chief will meet with the employee and with representatives of the FOP within three (3) working days of the receipt of the grievance and will provide the FOP with a written answer within two (2) working days after the meeting.

(d) Step 4. If the grievance is not satisfactorily settled at Step 3, the employee may appeal in writing to the Director of Public Safety on forms provided by the Employer within five (5) working days after receipt of the Step 3 answer. The Director will meet with the employee and with representatives of the FOP within three (3) working days of the receipt of the grievance and will provide the FOP with a written answer within two (2) working days after the meeting.

(e) Step 5. If the grievance is not satisfactorily settled at Step 4, the employee may appeal, in writing, to the Mayor on forms provided by the Employer within five (5) working days of the receipt of the Step 4 answer. The Mayor, or his designee, shall respond in writing within five (5) working days of the receipt of the appeal.

(f) Step 6. If the grievance is not satisfactorily settled at Step 5, the FOP may submit the grievance to arbitration by notice to the Employer within fifteen (15) working days of the Step 5 answer. The parties will promptly meet to select an arbitrator from the panel of arbitrators herein contained and will choose one by the alternative strike method. Fees and expenses of the arbitrator so selected will be shared equally by the parties.

**9.03 Attendance at Arbitration.** An employee or Employer official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration proceeding. Any request made by either party for the attendance of witnesses shall be made in good faith. At no time shall the number of employees in attendance exceed three (3) employees at any one time.

**9.04 Policy Grievance.** A grievance which affects a substantial number of employees may be initiated at Step 3 of the Grievance Procedure.

**9.05 Authority of Arbitrator.** The arbitrator shall have no power or authority to add to or subtract from or modify in any way the provisions of this Agreement, or to make an award in conflict with law.

**9.06 Binding Arbitration.** The grievance procedure set forth herein is the exclusive method of resolving disputes and all decisions of arbitrators or settlements of grievances reached prior to arbitration shall be final and binding on the Employer and the FOP; provided that the withdrawal of any grievance at any stage shall not be prejudicial to the positions of the parties as they relate to that grievance or any future grievance.

**9.07** There is hereby created a panel of arbitrators for the selection of an arbitrator pursuant to this procedure. The arbitrators shall be: 1) James Mancini; 2) Dennis Minni; 3) David Pincus; 4) Robert Stein; and, 5) Nels Nelson.

## **ARTICLE X** **DUTY HOURS**

**10.01** The regular work week for employees in the Division of Police will be forty (40) hours.

**10.01a** Effective February 8<sup>th</sup>, 2015, and pursuant to the order of the Chief of Police, the Patrol Division schedule shall convert to a twelve (12) hour work day whereby each member assigned to patrol duty shall work six (6), 12-hour days and one (1), 8-hour day within a two week pay period. Overtime shall be calculated for any hours worked in excess of twelve (12) hours on a scheduled 12-hour shift, or in excess of eight (8) hours on a scheduled 8-hour shift.

**10.02** All Patrolmen who adjust their schedules four (4) times per year for training ( in-service or otherwise departmental approved), court, schedule adjustment to fit manpower needs or for other operational need, shall receive twenty (20) hours of pay, to be paid in the first pay period of December each year and will be in a separate check and distinct from any other regular compensation.

## **ARTICLE XI** **PERMANENT SHIFTS**

**11.01** There shall be permanent shifts for non-probationary patrol officers. The FOP will be responsible to balance shifts among senior and junior members. In that regard, FOP members will make an annual shift selection by seniority and submit the same to the Employer for review. Shift assignments will not be used as a form of discipline. This provision is applicable to patrol officers, except all employees assigned to special units. Employees, if any, in the motorcycle unit and K-9 unit can only select those shifts authorized for such units or his designee (i.e., motorcycle unit cannot bid for midnight shift and K-9 unit cannot bid for day shift). Employees within the detective bureau will have their shifts assigned by the Employer.

**11.02** The City shall have the right to request that an officer be removed from his/her selected shift for good cause. After such request, the parties shall meet and negotiate before the City makes a final decision as to such removal. The Employer will make every effort not to switch an officer's shift during the calendar year; provided, however, that if a shift discrepancy occurs during the year, the Employer will meet with the FOP before it makes any final decision. Nevertheless, affected individuals shall have the right to file a grievance regarding such shift change directly at Step 5 (Mayor's level) of the Grievance Procedure. No action on shift change will be taken until the Mayor or his designee provides a written response in accordance with Step 5 of the grievance procedure.

**11.03** Officers will not be required to switch shifts to fill a manpower need unless an officer's absence will be greater than fourteen (14) days. The Employer will seek volunteers to fill shift discrepancies. If there are no volunteers, the Employer agrees to make every effort to fill shift discrepancies by reverse seniority.

## **ARTICLE XII** **OVERTIME**

**12.01** When a full-time employee is required to work in excess of their regularly scheduled work day, overtime will be computed on a daily rather than weekly basis, such employee shall receive an overtime payment at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for each hour worked beyond the regularly scheduled tour of duty. Time spent for required and approved school, training, staff meetings and court appearances (outside of regular duty time) will be paid at time and one-half (1-1/2), provided, however, that the employee shall receive a minimum of three (3) hours' pay for each such appearance (whichever is greater). For purposes of court appearances, in the event that any portion of the actual court appearance falls within the officer's regular shift time, or if the actual court time is scheduled within thirty (30) minutes of the regularly scheduled shift, the officer shall be entitled to additional compensation for only that amount of time actually spent outside of his regularly scheduled shift.

**12.02** Overtime will be computed by including all items such as longevity, cost-of-living, and extra training pay.

**12.03** Employees shall be eligible to receive either compensatory time or overtime at the rate of time and one-half as noted above. The employee compensatory time system will be set-up as a two (2) bank system referred to as the (A) bank, and the (B) bank. Employees may accumulate no more than one hundred twenty (120) hours of compensatory time in either one of the two banks. Employees eligible for such time shall have the right to receive overtime pay or compensatory pay as they choose.

**12.04** Employees will be able to accrue compensatory time in the (A) bank not to exceed one hundred twenty (120) hours at any time. This compensatory time bank will carry over year to year, but shall not exceed one hundred twenty (120) hours at any time. Employees will be able to accrue a separate annual bank, the (B) bank, of up to one hundred twenty (120) hours of compensatory time to either be utilized or paid in the calendar year as follows:

(a) Any approved compensatory time as time off shall not be used to create or result in overtime payments to other officers.

(b) Compensatory time not utilized and approved by the Employer prior to the payout periods set forth in this paragraph will be paid out and the account paid to a zero (0) balance twice per year, payable in July and December each year. Payouts under this provision will be made for compensatory time accumulated more than two (2) pay periods to the payout.

(c) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and the Ohio Administrative Code Rules.

However, when an employee accumulates one hundred twenty (120) hours of compensatory time, he/she must take overtime pay at the applicable rate of pay for that year.

All employees shall receive eight (8) hours of compensatory time during the first pay period of each year, which shall be added to their compensatory time (B) bank. If such time creates the compensatory time bank to exceed the one hundred twenty (120) hour limit, then this time must be used in such year causing the bank to drop back to the one hundred twenty (120) hour limit.

**12.05** Employees who currently have more than one hundred twenty (120) hours of compensatory time in each of the (A) + (B) banks will not be eligible to receive additional compensatory time and must receive overtime pay until their one of the compensatory time "banks" is reduced to below one hundred twenty (120) hours.

**12.06** The use of compensatory time may not create an overtime situation elsewhere in the department.

### **ARTICLE XIII** **LEAVES**

**13.01 Sick Leave.** Each employee shall be credited with sick leave at the rate of ten (10) hours for each completed month of service. Employees may use sick leave, upon the approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the employee's immediate family. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's balance on the basis of one hour for every hour of absence from previously scheduled work. An employee using sick leave shall furnish a satisfactory written signed statement justifying its use. If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification of either a written, signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. This section shall be uniformly administered as to all employees. No sick leave may be granted to an employee upon or after his retirement or termination of employment.

### **13.02 Conversion of Unused Sick Leave.**

(a) An employee who retires shall be entitled, as part of the employee's final pay, to a lump sum payment of one-half (1/2) of all of the employee's accrued and unused sick leave not to exceed a maximum payout of 1200 hours (1/2 of 2400 hours equals 1200 hours maximum payout). The payment will be based upon the employee's hourly rate on the last date of employment and will eliminate all accrued and unused sick leave. To be eligible, an employee must have at least ten (10) years of full-time employment with the Employer. "Retirement" means disability or service retirement under any state retirement system.

(b) Any current employee who has accumulated over 1920 hours of sick leave as of January 01, 2005, will be paid one-half (1/2) of all accumulated sick leave (with no maximum) at the rate of pay at the time of retirement or death. Such conversion shall take place as soon as possible after the effective date of retirement, but not later than sixty (60) days thereafter. Current employees who have not accumulated over 1920 hours of sick leave as of the effective date of this agreement are not eligible for the additional sick leave payment (i.e. are subject to the maximum payout of 1200 hours).

(c) The above sick leave conversion payment will be paid after a member retires, or paid to his estate upon his death.

**13.03 Funeral Leave.** A full-time employee shall be granted a leave of absence with pay, not to be charged against sick leave, in the event of the death of his spouse, mother, father, legal guardian within the family environment, child, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, or sister-in-law. The attendance of funerals for other family members as approved by the Chief of Police shall be charged against sick leave. The employee will be granted three (3) working tours leave for the following: legal guardian within the family environment, stepchild, brother, sister, mother-in-law, father-in-law, grandparents, brother-in-law, and sister-in-law. To be eligible, the employee must notify the Employer in the manner it will establish and must attend the funeral. Failure to do so or misrepresentation of the facts relating to funeral leave shall be grounds for disciplinary action, including discharge. Eighty (80) hours of leave shall be granted to a member of the Department whose spouse, parent, or child dies. Employees may utilize sick leave for additional time in excess of the time off granted.

**13.04 Jury Duty Leave.** Any full-time member of the Division of Police who is called for jury duty and any full-time employee who is called and actually serves on the jury in any court, either federal, county or municipal, shall be paid his or her regular salary less any compensation received from such court for jury duty as provided for in the Ohio Revised Code.

**13.05 Wage Continuation/Transitional Work Policy.** All employees are subject to the Employer's Wage Continuation/Transitional Work Policy which is on file at the Human Resources Commissioner's Office.

### **13.06 Leave of Absence Without Pay.**

The Chief of Police may grant a leave of absence without pay to employees. The employee must request in writing all leaves of absence without pay. The request shall state the reason(s) for taking such leave of absence and the dates for which leave is requested. The leave may be granted for a maximum duration of six (6) months. This leave is in addition to any leave provided by the Family and Medical Leave Act or other provisions of this collective bargaining agreement. If it is determined that the leave is not actually being used for the purpose it was granted, the Chief of Police may cancel the leave and direct the employee to return to work.

(a) An employee who fails to return to service from a leave of absence without pay may be removed from service. A member who fails to return to duty and is subsequently removed from service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

(b) Upon completion of a leave of absence, the member is to be returned to his/her classification formally occupied. Time spent on authorized leaves of absence without pay will count toward seniority, layoff purposes and for computing the amount of vacation leave, provided the member is properly returned to service and is not serving a probationary period.

(c) Members that do not return to service from a personal leave of absence shall not receive service credit for the time spent on such leave.

(d) This provision is not subject to the grievance procedure.

(g) Except for seniority, no other employee benefits, including health care, are accrued under this provision.

**13.07 Leave Donation Program.** Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-employees who are in critical need of leave due to a serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate paid leave if it will result in the employee having less than forty (40) hours of accrued leave. An employee is not entitled to receive donated paid leave until he first exhausts all of his accumulated leave time. Employees may not actively solicit donations for paid leave.

**13.08 Sick Leave Bonus.** Effective January 01, 2012, any employee who does not utilize any paid sick leave for a period of three (3) consecutive months shall be entitled to ten (10) hours of compensation. At the employee's option, this compensation is to be ten (10) hours of straight time placed into the employee's compensatory time (B) bank or paid in cash in the first pay period following each three month period. The cash payment shall be in a separate check and distinct from any other regular compensation. The consecutive month periods shall be:

- 1) January, February, and March.
- 2) April, May, and June.
- 3) July, August, and September.
- 4) October, November, and December.

**13.09 Family and Medical Leave Act.** Employee may request and be granted time off without pay pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employees shall continue to receive health insurance benefits with the same conditions as set forth in Article XVII. Employees are subject to the Employer's FMLA policy.

**ARTICLE XIV**  
**VACATION**

**14.01** All full-time employees shall be granted the following vacation leave, with pay, for each year based on length of service with the Employer. Vacations shall be taken from January 01 through December 31 and shall be selected by employees in December preceding the year the vacation is to be taken based upon seniority and classification.

<u>Years of Service</u>	<u>Length of Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks
After 18 years	5 weeks

**14.02** Compensation for vacation shall be based upon forty (40) hours of pay at the employee's regularly hourly rate for each week of vacation.

**14.03** Any break in service by an employee will result in a forfeiture of all accumulated years of service. Break in service shall mean retirement or resignation by an employee or termination by the Employer, which is final.

**14.04 Accumulation.** Vacation shall be taken in the calendar year following the calendar year in which it is earned, except that all employees of the Division of Police may accumulate up to three times their annual vacation provided that in no event shall such accumulation exceed ten (10) weeks. Accrued vacation time in excess of accumulation permitted by the preceding paragraph, and carried over to the following calendar year, shall be forfeited.

**14.05** Employees may be permitted to take their earned vacation time (1-5 weeks), one day at a time provided that permission for such vacation has been secured from the Chief or his designee and further provided that such vacation does not cause overtime.

**14.05a** Employees may be permitted to take their earned vacation time (1-5 weeks), in hour increments provided that permission for such time off has been secured from the Chief or his designee and further provided that such time off does not create overtime.

**ARTICLE XV**  
**HOLIDAYS**

**15.01** All full-time employees who work the following holidays shall be compensated at the overtime rate for all hours worked:

New Year's Day	Labor Day
President's Day Martin	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In lieu of holidays, employees shall be credited with eighty (80) hours of time off and such time off shall be taken according to departmental rules, except that should any holiday be taken prior to the actual date of the holiday, an employee shall be liable for repayment of the holiday pay to the Employer if the employee ceases to be an employee of the Employer by the date of the holiday.

**15.02** Any full-time employee who actually works on one of the holidays enumerated in Section 1 will be compensated at the overtime rate defined in Article XII, Section 1, for the hours actually worked on the holiday. Any full-time employee who is working overtime on one of the holidays enumerated in Section 1 will be compensated an additional one-half (1/2) of their normal rate.

**15.03** All full-time employees shall be entitled to twenty-four (24) personal hours. Time off shall be taken according to departmental rules.

**15.04 Holiday Time Cash-Out** All full-time employees who are not on the department's sick leave abuse program shall be entitled to exchange up to eighty (80) hours holiday leave each year for cash compensation. The employee must inform the Employer of the number of holiday hours, if any, he wants to exchange for cash compensation by December 1<sup>st</sup> of each year. The payment for the exchanged holiday leave hours will be in the first pay period of December and will be in a separate check and distinct from any other regular compensation.

**15.05 Mental Health / Stress Day** Any employee desiring to take time off which will interfere with shift manpower requirements may have another bargaining member work the shift for which the time off is requested. The employee working these hours will be paid the normal overtime rate. Each bargaining unit member will be permitted to use this benefit three times per calendar year. This time off request must be made with at least a three (3) hour notice, to enable the shift supervisor to fill these overtime hours.

Time for this will be deducted from the employee's sick time bank, and will not be counted against the employee in regards to the Sick Time Bonus, (Section 13.08). If the employee does not have at least twelve (12) hours in their sick time bank, Mental Health / Stress Day will not be granted.

Only one bargaining member per shift will be permitted to use this Mental Health / Stress Day at a time. Consideration will be granted to multiple requests depending on the time frame such request was made, and the ability to fill multiple openings.

Any employee not utilizing this annual benefit shall receive a check for two hundred dollars (\$200.00) for each day not utilized in the preceding year. Such payment to be issued by January 31<sup>st</sup>, and will be in a separate check and distinct from any other regular compensation.

**ARTICLE XVI**  
**COMPENSATION**

**16.01** Effective January 1<sup>st</sup> of each year, the salary paid to patrol officers shall be as follows:

	<b>2016</b>	<b>2017</b>	<b>2018</b>
Start	\$56,017	\$57,137	\$58,280
After 24 months	\$62,669	\$63,922	\$65,200
After 36 months	\$65,105	\$66,407	\$67,735
After 48 months	\$67,539	\$68,890	\$70,268
After 5 years	\$67,769	\$69,124	\$70,506
After 10 years	\$68,155	\$69,518	\$70,908
After 15 years	\$68,542	\$69,913	\$71,311
After 20 years	\$68,929	\$70,308	\$71,714
After 25 years	\$69,316	\$70,702	\$72,121

The wages shown above include the \$200.00 cost-of-living bonus which has been rolled into the base rate.\*

**16.02 Shift Differential.** Effective February 8, 2015, for members assigned to the 0700hrs to 1900hrs shifts shall receive a payment of \$210 for shift differential. Members assigned to the 1900hrs to 0700hrs shifts shall receive a payment of \$624. All members assigned to the Detective Bureau shall receive a shift differential of \$185. All payments shall be evenly divided into their bi-weekly pay. These amounts shall also be paid in 2016, 2017, and 2018.

**16.03 Professional Pay** In order to encourage continuing professional training and proficiency, all employees who undertake training and are granted accreditation or certification in three (3) of the following fields:

- \*\*Firearms Proficiency
- LEADS Certification
- Blood Alcohol Analysis
- Radar and/or Laser Certification
- \*\*AED Trained

Shall be paid an annual professional wage supplement in the amount of Seven Hundred Fifty Dollars (\$750.00) annually provided, however, that such employees shall maintain such accreditation or certification in three (3) of the above fields respectively under professional guidelines and requirements established by the State of Ohio or the Chief of Police for the City of Brook Park.

The payment for the Professional Pay will be in the first pay period of July and will be in a separate check and distinct from any other compensation.

\*\* The categories (Firearms Proficiency + AED Trained) must be two of the three (3) fields in which the accreditation or certification is maintained.

#### **16.04 Extra Training Pay.**

(a) All full-time employees who have completed forty-four (44) credit hours in Law Enforcement courses with a grade of "C" or better in each course shall, receive two (2%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for completing such Law Enforcement courses.

(b) All full-time employees who have completed the course and who have received an Associate Degree in Law Enforcement shall receive four (4%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for obtaining such degree.

(c) All full-time employees who earn a degree above an Associate Degree in Law Enforcement, such as a bachelor or master degree, and provided the courses taken to earn such degree are job related to police technology, shall receive four (4%) percent of the top Patrolmen salary in addition to their annual salary as an incentive for obtaining such degree.

(d) The payment referred to in paragraphs (a), (b), and (c) of this Section are to be made at the time the required degree is received and also during the first pay period of July of each subsequent year; however, if an employee receives a two (2%) percent payment in July of any year for completing Law Enforcement courses and later in the same year qualifies for a four (4%) percent payment for receipt of a degree under paragraph (b) or (c), the Employer shall pay the individual an additional two (2%) percent upon receipt of such degree.

(e) The maximum payment per year for any employee under this Section will be four (4%) percent of the top Patrolmen salary in addition to an employee's annual salary.

(f) All full-time employees who desire to attend classes for extra training pay under this Section shall attend classes on their own time and/or compensatory time previously earned. Such employees shall not be awarded overtime for classes attended on their own time.

1) If an employee wishes to attend classes when scheduled for duty, using compensatory time, it shall first be determined by the Chief of Police, with concurrence of the Safety Director, that sufficient manpower is available, but if the employee has not accumulated compensatory time and still desires to attend classes during the scheduled working hours, the employee must agree to reimburse the Employer for the time missed while attending classes.

2) The agreement to reimburse the Employer must be in the form of a notarized affidavit signed by the employee. The reimbursement must take place within ten (10) months from the date the employee first missed work to attend classes or prior to termination of employment with the City of Brook Park, whichever occurs earlier.

(g) No payment will be made under this Section until satisfactory evidence that the courses have been completed or the degree has been earned is submitted to the Audit Department through the Chief of Police, who shall determine the validity of such evidence presented by the employee.

(h) Said payment shall be made by separate check.

**16.05** In the event that the Chief or his designee appoints the senior available patrol officer as the replacement, that patrol officer will be considered the officer-in-charge and will receive the Sergeant's rate of pay for such fill-in period.

**16.06** If there is sufficient manpower available, an employee may be permitted by the Chief to attend duty-related classes while on duty with no charge against his accumulated time record.

## ARTICLE XVII LONGEVITY

**17.01** All employees shall receive longevity in the following amounts at the time period so specified, which shall be divided into the employees bi-weekly pay and included in the calculation of overtime rates.

<u>Length of Service</u>	<u>Amount</u>
5 years	\$560.00
10 years	\$1,271.00
15 years	\$1,986.00
20 years	\$2,697.00
25 years	\$3,410.00

**ARTICLE XVIII**  
**INSURANCE**

**18.01 Hospitalization Insurance.**

- (a) The Employer will provide and pay for 85% of the premium for the attached plan marked Exhibit A and 90% of the premium for the attached plan marked Exhibit B on behalf of each full-time employee for single and family hospitalization, medical service coverage and prescription coverage under the current plan or a substantially similar plan.

These rates will be in effect for 2016. Thereafter the rate will be negotiated for 2017 and 2018. All deductions will be made on a pre tax basis. Prescription coverage shall be as follows under the current plan or a substantially similar plan.

- 1) Tier 1 - \$10.00 deductible
- 2) Tier 2 - \$20.00 deductible
- 3) Tier 3 - \$35.00 deductible
- 4) Maintenance drugs — by mail order only; mandatory program.

The Employer shall have the right to choose an alternative insurance carrier and/or provide other delivery systems, after discussion with the Association, provided that the benefits in such new policy are substantially similar to the current policy.

**18.02 Dental Insurance.** The Employer will provide each member of the Division dental insurance coverage under the current plan or substantially similar plan and/or other delivery systems which includes a fifty (\$50.00) dollar deductible with eighty (80%) percent payment in all services to one thousand (1,000.00) dollars per year and sixty (60%) percent payment toward orthodontia care to a lifetime maximum of one thousand five hundred (\$1,500.00) dollars. The Employer will pay the equivalent of the premium for employee and family coverage and orthodontia coverage.

**18.03 Life Insurance.**

(a) The Employer will provide and pay the full premium for all full-time employees for a convertible life insurance policy in the face value of twenty-five thousand (\$25,000.00) dollars.

(b) The Employer will provide and pay the full premium for a paid up life insurance policy in the face amount of five thousand (\$5,000.00) dollars, for each employee covered by this Agreement upon such employee's retirement.

**18.04 Vision Care.** The Employer shall provide a vision care program, under the current program or a substantially similar program as follows:

<u>Coverage</u>	<u>Age 18 and Under</u>	<u>Age 19 and Over</u>
Exam	Every 12 months	Every 12 months
Frames to \$60	Every 12 months	Every 24 months
Lenses	Every 12 months	Every 12 months
Contact Lenses to \$100	Every 12 months	Every 12 months

### **ARTICLE XIX** **CLOTHING ALLOWANCE**

**19.01** Employees shall be provided an annual clothing allowance of one thousand one hundred (\$1,100.00) dollars in January of each year.

**19.02** Employees who are assigned to the motorcycle unit will receive an additional three hundred (\$300.00) dollars annually for the purpose of purchasing uniforms and accessories specific to their unit.

**19.03** Employees who are transferred to the Detective Bureau and back from the Detective Bureau will have their clothing allowance accelerated at the Chiefs discretion.

**19.04** The Employer agrees to continue to provide soft body armor for all employees. Employees agree to wear soft body armor. Soft body armor will be replaced in the event the specifications for soft body armor change or the soft body armor has manufacturer defects or it is compromised in any way. The Employer will replace soft body armor prior to its expiration date.

### **ARTICLE XX** **MISCELLANEOUS**

**20.01 Medical Examinations.** In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination.

**20.02 Telephones.** During the term of this Agreement, the Employer shall not change the provision of Ordinance Number 5134-1977, requiring police and fire employees to install a telephone in their residence. However, a cellular telephone may be used in lieu of an installed telephone line.

**20.03 Suits Against Employees.** Except where an employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee arising from or because of any action or inaction by such employee in the scope of employment. The Employer shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.

**20.04 Disciplinary Notices.** For purposes of disciplinary action only, a disciplinary notice shall remain in the employee's personnel folder for only two (2) years, except for time off for suspension incidents.

**20.05 Service Weapon.** Employees shall be permitted to purchase their service firearm and back-up firearm in the condition such weapon was used. Upon retirement each weapon may be purchased for one (\$1.00) dollar each, providing such retirement is not due to any mental disability.

**20.06 FTO Pay.** Any employee who acts as a Field Training Officer shall be compensated one (1) additional hour at time and one-half for each eight (8) hour tour of duty as a Field Training Officer in addition to time worked. If the employee works less than an eight (8) hour shift in the capacity of Field Training Officer, additional compensation shall be reduced on a pro-rata basis. Overtime pay can be converted to compensatory time upon employee's request.

## **ARTICLE XXI** **LAYOFF PROCEDURE**

**21.01** If a layoff of police officers becomes necessary, it shall be made in order of seniority (most junior first) and recall shall be in the inverse order of seniority. If a layoff of police officers should become necessary, the Employer shall pay the police officers laid off the following: (1) regular overtime pay due; (2) compensatory time, if any, due; and (3) accrued but unused vacation time.

It is further understood that before any full-time police officers may be laid off under this Article, all part-time work must first have been eliminated and that no civilian employee shall be hired to do any work currently performed by members of the bargaining unit if such hiring would cause the layoff of a member of the bargaining unit.

## **ARTICLE XXII** **NON-DISCRIMINATION**

**22.01** The Employer and the FOP agree not to discriminate against any employee(s) on the basis of race, religion, color, creed, national origin, age, sex or disability.

**22.02** The FOP expressly agrees that membership in the FOP is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

**ARTICLE XXIII**  
**GENDER AND PLURAL**

**23.01** Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

**ARTICLE XXIV**  
**HEADINGS**

**24.01** It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said article nor affect any interpretation of any such article.

**ARTICLE XXV**  
**"PICK-UP" PAYMENTS**

**25.01** Within a reasonable period from the ratification of this contract, the Employer shall initiate a pension "pick-up" plan. Specifically, the members' gross salary shall be reduced by the full amount of said contribution. The members' contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pick-up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this contract. The Employer's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick-up" is deducted from gross salary.

**ARTICLE XXVI**  
**LABOR MANAGEMENT COMMITTEE**

**26.01** It is agreed by and between the City of Brook Park and FOP that it is in the best interests of the parties to create a Labor Management Committee for the purpose of discussing areas of mutual concern.

**26.02** The Labor Management Committee shall consist of the Mayor or his designated representative and the Brook Park Chief of Police and two representatives of the FOP. Said committee shall meet at least once every three (3) months for the purpose of discussing or attempting to resolve any mutual work-related problems.

**26.03** Any member of the Labor Management Committee may put a matter on the committee's agenda at least five (5) working days in advance of a scheduled meeting. Both the Employer and the FOP shall make every effort to implement the unanimous decisions of the committee.

**26.04** This committee is not intended to resolve grievances, but is intended to discuss matters of general concern.

**26.05** Employee members shall have the right to attend such meetings without loss of pay.

**ARTICLE XXVII**  
**SAVINGS CLAUSE**

**27.01** In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and FOP will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE XXVIII**  
**SHIFT TRADE / RESCHEDULING**

**28.01** Employees may trade scheduled workdays or shifts with approval of their shift sergeants. Approval for such shift trades or workday trades shall not be unreasonably denied. Each scheduled workday or shift trade can only be done between pay periods.

**28.02** During any given pay period, employees may change scheduled days off with the approval of the shift sergeant as long as such request does not create overtime.

**28.03** Shift trades by employees shall be limited to thirty (30) days in a calendar year.

**ARTICLE XXIX**  
**MOTORCYCLE UNIT**

**29.01** There shall be a motorcycle unit, to which up to two (2) patrol officers working in the Division of Police shall be assigned. The Employer shall only discontinue the motorcycle unit if maintaining the unit causes substantial financial detriment to the Employer or for other good cause shown by the Employer.

**29.02** The Employer will provide patrol officers presently assigned to the motorcycle unit with an initial supply of uniforms, to include, in management's discretion, helmets, gloves, goggles, boots, pants and jackets. Thereafter, it will be the officers' responsibility to purchase additional or replacement articles using their uniform allowance per Article XVIII.

**ARTICLE XXX**  
**PROBATIONARY PERIOD**

**30.01** All newly hired employees will be required to serve a probationary period of two (2) years. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable through the disciplinary, grievance or arbitration procedures herein contained or to any Civil Service Commission. Employees shall have no seniority during such probationary period. However upon completion of the probationary period, seniority shall start from date of hire.

**30.02** If a new employee is discharged or quits while on probation, and is later rehired, he shall be considered a new employee.

**ARTICLE XXXI**  
**DURATION OF AGREEMENT**

**31.01** This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the FOP and except as otherwise noted herein shall become effective on January 01, 2016, and shall remain in full force and effect until December 31, 2018. If either party desires to make any changes in the Agreement for a period subsequent to December 31, 2018, notice of such a desire shall be given prior to November 01, 2018. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year prior to November 01, and the procedure stipulated herein shall then take effect.

**31.02** This Agreement shall be subject to a "me too" agreement relating to any changes regarding increases, in wages or economic benefits in the Agreement between the Employer and the Ohio Patrolman's Benevolent Association, International Association of Fire Fighters, AFL-CIO, during the 2016 - 2018 collective bargaining agreement.

This Agreement is signed this 7 day of April, 2016.

CITY OF BROOK PARK

FRATERNAL ORDER OF POLICE,  
LODGE #15

BY: [Signature]

BY: DET. DJ [Signature] #60

BY: \_\_\_\_\_

BY: [Signature] #5113

BY: \_\_\_\_\_

BY: [Signature] #26

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Approved as to form:

[Signature]  
Robert M. Phillips

(A)

OPTION 1

Medical Plan containing a \$400/\$800 deductible, along with a 15% Employee contribution towards the premium

	MONTHLY COST	MONTHLY COST PER EMPLOYEE	PER PAY (26 PAYS)
Employee	\$536.08	\$80.41	\$37.11
Employee + Spouse	\$1,036.71	\$155.51	\$71.77
Employee + Child(ren)	\$893.42	\$134.01	\$61.85
Family	\$1,469.66	\$220.45	\$101.75

(B)

OPTION 2

Medical Plan containing a \$1000/\$2000 deductible, along with a 10% Employee contribution towards the premium

	MONTHLY COST	MONTHLY COST PER EMPLOYEE	PER PAY (26 PAYS)
Employee	\$536.08	\$53.61	\$24.74
Employee + Spouse	\$1,036.71	\$103.67	\$47.85
Employee + Child(ren)	\$893.42	\$89.34	\$41.23
Family	\$1,469.66	\$146.97	\$67.83